

**Fill in this information to identify the case:**

Debtor 1 Donnel Elaine Penner

Debtor 2  
(Spouse, if filing)

United States Bankruptcy Court for the Western District of Washington  
(State)

Case number 17-13092-CMA

**Official Form 410S1**

**Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. as  
successor-in-interest to all permitted successors and assigns of  
JPMorgan Chase Bank, National Association, as Trustee for  
Specialty Underwriting and Residential Finance Trust Mortgage  
Loan Asset-Backed Certificates, Series 2005-BC3

Name of Creditor:

Court claim No. (if known):

3

Last 4 digits of any number you  
use to identify the debtor's account:

0153

Date of payment change:

Must be at least 21 days after date  
of this notice

10/1/2019

New total payment:

Principal, interest, and escrow, if any

\$ 1,952.12

**Part 1:**

**Escrow Account Payment Adjustment**

1. Will there be a change in the debtor's escrow account payment?

☒ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ \_\_\_\_\_ New escrow payment: \$ \_\_\_\_\_

**Part 2:**

**Mortgage Payment Adjustment**

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☐ No

☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: 10.000 % New interest rate: 9.500 %

Current principal and interest payment: \$ 1498.58 New principal and interest payment: \$ 1455.23

**Part 3:**

**Other Payment Change**

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)  
Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_ New mortgage payment: \$ \_\_\_\_\_

Debtor 1      Donnel Elaine Penner  
First Name      Middle Name      Last Name

Case Number (if known)    17-13092-CMA

**Part 4:**

**Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

*Check the appropriate box.*

- ☐ I am the creditor.  
☒ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X**    /s/Lesley Bohleber  
Signature

Date    August 8, 2019

Print:      Lesley D. Bohleber  
First Name      Middle Name      Last Name

Title:    Agent for Creditor

Company:    Aldridge Pite, LLP

Address:    4375 Jutland Dr. Suite 200; P.O. Box 17933  
Number      Street

San Diego      CA      92177  
City      State      Zip Code

Contact phone    858 750 7600

Email    PCN-PPFN.Inquiries@nationstarmail.com

08/01/2019

**OUR INFO**  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)

**YOUR INFO**

PROPERTY ADDRESS  
**28864 34TH AVE S**  
**AUBURN, WA 98001**

DONNEL PENNER  
28864 34TH AVE S  
AUBURN, WA 98001

Dear Donnel Penner,

**Changes to Your Mortgage Interest Rate and Payments on 10/1/19.**

Under the terms of your Adjustable Rate Mortgage (ARM), you had a 6 month period during which your interest rate stayed the same. That period ends on 9/1/19, so on that date your interest rate and mortgage payment may change. After that, your interest rate may change every 6 month(s) for the life of your loan. Your interest rate and payment are scheduled to change again on 4/1/20.

	Current Rate and Monthly Payment	New Rate and Monthly Payment
Interest Rate	10.000%	9.500%
Principal	\$317.47	\$335.69
Interest	\$1,181.11	\$1,119.54
Escrow	\$496.89	\$496.89
<b>TOTAL MONTHLY PAYMENT</b>	<b>\$1,995.47</b>	<b>\$1,952.12 due 10/1/19</b>

**Interest Rate:** We will calculate your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under your loan agreement, your index rate is the AVERAGE OF THE LONDON INTERBANK OFFERED RATES FOR SIX-MONTH US DOLLAR DENOMINATED DEPOSITS and your margin is 7.250%. The AVERAGE OF THE LONDON INTERBANK OFFERED RATES FOR SIX-MONTH US DOLLAR DENOMINATED DEPOSITS is published DAILY IN THE PRINT EDITION OF THE WALL STREET JOURNAL.

**Rate Limits:** Your rate cannot go higher than 13.750% or lower than 7.750% over the life of the loan. Your rate on the first change cannot be increased by more than 3.000% or decreased by more than 0.000%. On all subsequent changes, your rate will not increase by more than 1.000% or decrease by more than 1.000%.

**New Interest Rate and Monthly Payment:** The table above shows your new interest rate and new monthly payment. These amounts are based on the AVERAGE OF THE LONDON INTERBANK OFFERED RATES FOR SIX-MONTH US DOLLAR DENOMINATED DEPOSITS index, your margin of 7.250%, your loan balance of \$141,415.21, and your remaining loan term of 186 months.

**Prepayment Penalty:** Mr. Cooper will not assess a prepayment penalty at any time in the event you would like to pay part or all of your mortgage balance.

**Please be advised, if your monthly payments are auto drafted from your bank account, changes to your monthly payment, per the terms of your Adjustable Rate Note, will be reflected in the amount deducted from your account.**

If you have any questions, your Dedicated Loan Specialist is Charlotte Kelly and can be reached at (866)-316-2432 or via mail at the address listed above. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

**Please be advised this communication is sent for informational purposes only and is not intended as an attempt to collect, assess, or recover a claim against, or demand payment from, any individual protected by the U.S. Bankruptcy Code. If this account has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt against you; however, the servicer/lender reserves the right to exercise the legal rights only against the property securing the loan obligation, including the right to foreclose its lien under appropriate circumstances. Nothing in this communication shall be construed as an attempt to collect against the borrower personally or an attempt to revive personal liability.**

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.





Sincerely,

Mr. Cooper  
Special Loans Department

If an attorney represents you, please refer this letter to such attorney and provide us with such attorney's name, address and telephone number.

1 LESLEY D. BOHLEBER (SBN 49150)  
2 ALDRIDGE PITE, LLP  
3 The Ogden Building  
4 9311 SE 36th St, Ste 100  
5 Mercer Island, WA 98040  
6 Telephone: (425) 644-6471

**Mailing Address:**

5 4375 Jutland Drive, Suite 200  
6 P.O. Box 17933  
7 San Diego, CA 92177-0933  
8 Telephone: (858) 750-7600  
9 Facsimile: (619) 590-1385

10 Attorneys for THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS  
11 SUCCESSOR-IN-INTEREST TO ALL PERMITTED SUCCESSORS AND ASSIGNS  
12 OF JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR  
13 SPECIALTY UNDERWRITING AND RESIDENTIAL FINANCE TRUST  
14 MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-BC3

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**UNITED STATES BANKRUPTCY COURT**  
**WESTERN DISTRICT OF WASHINGTON (SEATTLE)**

In re

DONNEL ELAINE PENNER,

Debtor(s).

Case No. 17-13092-CMA

Chapter 13

**PROOF OF SERVICE BY MAIL**

I, Katherine Nesser, declare that:

I am employed by Aldridge Pite, LLP. My business address is: Fifteen Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, GA 30305. I am over the age of eighteen years and not a party to this case.

On August 20, 2019, I served the NOTICE OF MORTGAGE PAYEMNT CHANGE in said cause by placing a true and correct copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States Mail at San Diego, California, addressed as follows: SEE ATTACHED SERVICE LIST.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: August 20, 2019

/s/ Katherine Nesser  
KATHERINE NESSER

**SERVICE LIST**

**DEBTOR(S)**

(VIA U.S. MAIL)

Donnel Elaine Penner  
28864 34th Ave S  
Auburn, WA 98001

**DEBTOR(S) ATTORNEY**

(VIA ELECTRONIC NOTICE)

Kingston D Bowen  
Ark Law Group, PLLC  
1200 112th SE Ave Ste 220  
Bellevue, WA 98004  
kdb@arklawgroup.com

**CHAPTER 13 TRUSTEE**

(VIA ELECTRONIC NOTICE)

Jason Wilson-Aguilar  
600 University St #1300  
Seattle, WA 98101  
courtmail@seattlech13.com

**U.S. TRUSTEE**

(VIA ELECTRONIC NOTICE)

U.S. Trustee  
Department of Justice  
700 Stewart St Ste 5103  
Seattle, WA 98101  
USTPRegion18.SE.ECF@usdoj.gov